

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

GAI IRA, LLC,

Plaintiff,

v.

WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,

Defendant.

Civil Action No. \_\_\_\_\_

**INDEX OF MATTERS BEING FILED**

DEFENDANT WELLS FARGO BANK, N.A.'S NOTICE OF REMOVAL:

EXHIBIT 1	PROCESS
EXHIBIT 2	PLEADINGS
EXHIBIT 3	ORDERS
EXHIBIT 4	DOCKET SHEET
EXHIBIT 5	COUNSEL OF RECORD
EXHIBIT 6	NOTICE OF FILING IN STATE COURT OF NOTICE OF REMOVAL TO FEDERAL COURT
EXHIBIT 7	AFFIDAVIT OF APPRAISAL DISTRICT RECORD



Respectfully Submitted,

By: //s// George A. Kurisky, Jr.

George A. Kurisky, Jr.  
TBA No. 11767700

**OF COUNSEL:**

**JOHNSON DELUCA KURISKY & GOULD, P.C.**

Branch M. Sheppard  
TBA No. 24033057  
4 Houston Center  
1221 Lamar, Suite 1000  
Houston, Texas 77010  
(713) 652-2525 - Telephone  
(713) 652-5130 - Facsimile

**ATTORNEYS FOR DEFENDANT**

Date: May 13, 2014

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing pleading has been delivered via facsimile to Plaintiff on this, the 13<sup>th</sup> day of May, 2014, as follows:

**Via Facsimile: 713-457-2961**

Saif A. Siddiqui  
The Siddiqui Law Firm  
3346 T.C. Jester, Suite F-11  
Houston, Texas 77018

/s/ George A. Kurisky, Jr.  
George A. Kurisky, Jr.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 1**

True and correct copies of the Citation and Officer's Return for WELLS FARGO BANK, N.A. ("Wells Fargo"), will be supplemented upon receipt. True and correct copies of the Civil Case Information Sheet are attached hereto as Exhibit 1.



**CHRIS DANIEL**  
HARRIS COUNTY DISTRICT CLERK

**Civil Process Pick-Up Form**

\*All Information on this form is required.

\*CAUSE NUMBER 14-22115

\*ATY ☒ \*CIV ☐

\*Court # 127

**REQUESTING ATTORNEY/FIRM NOTIFICATION**

\*ATTORNEY: Siddiqui, S.H. \* PH: 713-630-0900

\*CIVIL PROCESS SERVER: \_\_\_\_\_

\*PH: \_\_\_\_\_

\*PERSON NOTIFIED SVC READY: Maria

\*DATE: 4/28/14

\*30<sup>th</sup> day after date of issuance 5/24 - 2013

Type of Service Document: _____	Tracking Number: <u>73011726</u>
Type of Service Document: _____	Tracking Number: _____
Type of Service Document: _____	Tracking Number: _____
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Type of Service Document: _____	Tracking Number: _____
Type of Service Document: _____	Tracking Number: _____
Type of Service Document: _____	Tracking Number: _____

\*Civil Process papers prepared by: Shanelle Taylor

\*Date: 4/24 -2014

\*Process papers released to: John Brigham

\*Process papers released by: \_\_\_\_\_

\*Date: May 6, 2014 Time: 12:10 AM ☒ PM



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 2**

True and correct copies of Plaintiff's Original Petition, Application for Temporary Restraining Order and Temporary Injunction, and Wells Fargo Bank's Original Answer and Counterclaim are attached hereto as Exhibit 2.

2014-22115 / Court: 127

CAUSE NO. \_\_\_\_\_

GAI IRA, LLC

Plaintiff,

V.

WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5

Defendant.

IN THE DISTRICT COURT

\_\_\_\_<sup>TH</sup> JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

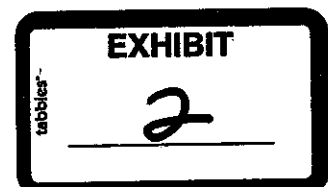
NOW COMES Plaintiff, GAI IRA, LLC ("GAI"), complaining of and about WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF BANC OF AMERICA FUNDING CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-5 ("Wells Fargo"), hereinafter called "Defendant", and for cause of action would show unto the Court the following:

**DISCOVERY CONTROL PLAN LEVEL**

1. Discovery in this case shall be governed by Discovery Control Plan Level 2, as set forth in Rule 190.3 of the Texas Rules of Civil Procedure.

**PARTIES AND SERVICE**

2. Plaintiff, GAI IRA, LLC, is a Texas limited liability company.



3. Defendant, WELLS FARGO BANK, N.A., is a National Association doing business in Texas and can be served through its registered agent Corporation Service Company at 211 E. 7<sup>th</sup> Street #670, Austin, Texas 78701-3218.

### JURISDICTION AND VENUE

4. The court has jurisdiction over this action to quiet title pursuant to Article V, Section 8 of the Texas Constitution.

5. Venue in Harris County is proper in this cause under Section 15.011 of the Texas Civil Practice and Remedies Code because this action involves real property located in Harris County.

### FACTS

6. This action involved certain real property, hereafter referred to as "the Property", situated at 9910 Sand Dollar Drive, Houston, TX 77065, and more particularly described as follows:

**Lot 45, in Block 3 of Windemere Lakes Section Three, A Subdivision in Harris County, Texas According to the Map or Plat Thereof Recorded in Film Code No. 404089 of the Map Records of Harris County, Texas.**

7. Plaintiff acquired the Property at foreclosure and constable's sale on or about May 7, 2013. A true and correct copy of the constable's deed (the "Deed") conveying the Property to Plaintiff is attached hereto and incorporated by reference as Exhibit "A". The Deed was filed with the County Clerk and recorded in the real property records of Harris County, Texas on or about July 18, 2013.

8. The Property was purchased subject to a mortgage lien held by Wells Fargo. Plaintiff has attempted to pay off the outstanding debt in order to have the lien released, however Defendant has refused to disclose the amount owed and is impairing Plaintiff from obtaining clear title.



9. The original Grantor, Mr. Edward L. Sanders, defaulted under the Note and Deed of Trust held by Wells Fargo, the current mortgagee. Subsequently, Defendant issued a Notice of Acceleration and Notice of Trustee's Sale, attached hereto and incorporated by reference as Exhibit "B". The property is set for sale on Tuesday, the 6<sup>th</sup> day of May, 2014 at 10:00 A.M. at the designated area of the Harris County Family Law Center.

10. Plaintiff is ready and willing to tender the payoff amount of the Promissory Note.

11. Unless Wells Fargo Bank, N.A., Defendant herein, is immediately enjoined and restrained, Defendant will foreclose upon the Deed of Trust secured by the Property and Plaintiff will be irreparably harmed.

**SUIT TO QUIET TITLE**

12. GAI re-alleges the above allegations, the same as if fully set forth herein.

13. A suit to quiet title or to remove a cloud can be maintained only by a person owning an interest in the property involved. *Bell v. Ott*, 606 S.W.2d 953 (Tex. Civ. App.-Waco 1980, writ ref'd n.r.e.). GAI is the owner of the fee simple title to the Property by virtue of the Constable's Deed.

14. The mortgage lien held by Wells Fargo is a cloud on the title. A cloud on title exists when an outstanding claim or encumbrance is shown, which on its face, if valid, would affect or impair the title of the owner of the property. See *Angell v. Bailey*, 225 S.W.3d 834, 838 n.6 (Tex. App.-El Paso 2007, no pet.). This cloud prevents GAI from obtaining a clear title to the property.

**APPLICATION FOR TEMPORARY RESTRAINING ORDER & TEMPORARY INJUNCTION**

15. The preceding paragraphs are realleged herein.

16. Plaintiff seeks a temporary restraining order pursuant to TEX. CIV. PRAC. & REM. CODE § 65.011(1). Plaintiff asks the Court to enjoin Defendant from foreclosing upon the

Promissory Note and Deed of Trust through the Substitute Trustee's Sale set to occur on May 6, 2014 at 10:00 AM.

17. Plaintiff is likely to succeed on the merits of this lawsuit because Plaintiff is the current owner of the Property and Plaintiff is ready and willing to tender payment to Defendant for the remaining balance of the Promissory Note secured by the Deed of Trust on the Property.

18. Unless this Court immediately restrains Defendant, Plaintiff will suffer immediate and irreparable injury, for which there is no adequate remedy at law to give Plaintiff complete, final and equal relief. More specifically, Plaintiff will show the court the following:

A. The harm to Plaintiff is imminent because Plaintiff is the owner of the Property and the foreclosure of the Promissory Note and Deed of Trust will divest Plaintiff of its ownership.

B. This imminent harm will cause Plaintiff irreparable injury in that Plaintiff will lose its right and title to the Property.

C. There is no adequate remedy at law which will give Plaintiff complete, final and equal relief because Plaintiff will lose its right and title to the property and the right to enjoy it.

#### **BOND**

19. Plaintiff is willing to post a reasonable temporary restraining order bond and requests the Court to set such bond. There is not enough time to serve notice on Defendant and to hold a hearing on this application because the Substitute Trustee's Sale is set to occur on May 6, 2014 and there is insufficient time to set a hearing with 3 days notice.

20. Plaintiff asks the court to set this Application for Temporary Injunction for a hearing and, after the hearing, issue a temporary injunction against Defendant as described herein.

### **REMEDY**

21. Plaintiff has met its burden by establishing each element which must be present before injunctive relief can be granted by this Court, therefore Plaintiff is entitled to the requested temporary restraining order.

22. Plaintiff requests the Court to restrain Defendant from foreclosing upon the Promissory Note and Deed of Trust through the Substitute Trustee's Sale.

23. It is essential that the court immediately and temporarily restrain Defendant from foreclosing upon the Promissory Note and Deed of Trust through the Substitute Trustee's Sale. It is essential that the Court act immediately, prior to giving notice to Defendant and a hearing on the matter because the Substitute Trustee Sale is set for May 6, 2014.

24. In order to preserve the status quo during the pendency of this action, Plaintiff requests that the Defendant be temporarily enjoined from foreclosing upon the Promissory Note and Deed of Trust.

25. Upon final trial on the merits, Plaintiff requests that the Court permanently enjoin Wells Fargo Bank, N.A., Defendant herein, from foreclosing upon the Promissory Note and Deed of Trust.

### **CONDITIONS PRECEDENT**

26. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

**PRAYER**

**WHEREFORE, PREMISES CONSIDERED**, Plaintiff, GAI IRA, LLC, respectfully requests that Defendant be cited to appear and answer, and that on the final trial, the Court enter an order establishing Plaintiff's interest in and to the real property described in Paragraph 6 above, grant Plaintiff judgment quieting title to the Property and removing cloud on Plaintiff's title, and Plaintiff be awarded a judgment against Defendant for the following:

- a. A temporary restraining order, not to exceed 14 days, enjoining Defendant from foreclosing upon the Promissory Note and Deed of Trust described herein;
- b. A temporary injunction after the expiration of the temporary restraining order enjoining Defendant from foreclosing upon the Promissory Note and Deed of Trust described herein until the resolution of this cause by trial on the merits;
- c. A permanent injunction after a trial on the merits permanently enjoining Defendant from foreclosing upon the Promissory Note and Deed of Trust described herein;
- d. Pre- and post-judgment interest;
- e. Costs of Court; and
- f. Any and other such further relief, whether at law or equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

  
Saif A. Siddiqui

The Siddiqui Law Firm  
Texas Bar No. 24052305  
3346 E. T.C. Jester, Suite F-11  
Houston, Texas 77018  
Tel. (713) 927-2775  
Fax. (713) 457-2961  
ss@siddiquilaw.com

ATTORNEY FOR PLAINTIFF  
GAI IRA, LLC

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE AN INDIVIDUAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

(Language pursuant Section 11.008 of the Texas Property Code)

\*\*\*\*

Date: May 7th, 2013

Grantor: Harris County, Texas, Precinct 4 Constable Ron Hickman

20130360221  
07/18/2013 RP2 \$20.00

Grantee(s): GAI IRA LLC

Grantee(s) Mailing Address: 2200 NORTH LOOP WEST SUITE 200, HOUSTON, TX 77028

Consideration/High Bid ( \$18,100.00 ) Eighteen Thousand One Hundred and 00/100 Dollars.

Constable: Harris County, Texas, Precinct 4 Constable Ron Hickman

Sale Date: February 27, 2013

Newspaper: Daily Court Review

Date of Sale: May 7th, 2013

Defendant(s): Edward L. Sanders

**Land and Premises:**

LOT FORTY-FIVE (45), IN BLOCK THREE (3), OF WINDERMERE LAKES, SECTION THREE (3), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 404089 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

**Execution and Order of Sale:**

By an order of sale issued on the February 11, 2013 out of the County Civil Court at Law No. 3, Harris County, Texas, pursuant to a judgment and decree of sale in Cause No. 1001162,701 Windermere Lakes Homeowners Association, Inc., VS. Edward L. Sanders rendered on: March 30, 2012.

In virtue of that certain Order of Sale described above and further directed and delivered to me as Constable, commanding me to seize and sell the land and premises described in the Order of Sale, on the above stated Levy I did advertise for sale the said land and premises described in the Order of Sale, by having a notice of the sale published in the English language once a week for three consecutive weeks preceding the Date of Sale in the above-described Newspaper, a newspaper published in Harris County, Texas, the first publication appearing not less than thirty-one days immediately preceding the day of the sale, containing a statement of the authority by virtue of which the sale is to be made, the time of levy, time and place of sale; also a brief description of the property to be sold by stating the number of acres and the original survey; if the property was located in a platted subdivision or addition the name by which the land is generally known with reference to that subdivision or addition; or by stating the description of the land as contained in the judgment. I also mailed a copy of the notice of sale to the last known address of the above named Defendant(s).

On the Date of Sale stated above, between the hours of ten o'clock a.m. and four o'clock p.m., I sold the above described land and premises at public venue in the County of Harris, State of Texas, at the door of the Court House in Harris County, Texas and said land and premises were struck off to the highest bidder, for the sum stated and the high bidder being the above-named Grantee(s).



unexpired written statement issued to the Grantee(s) showing that the Harris County Tax Assessor-Collector determined that: (1) there are no delinquent ad valorem taxes owed by the Grantee(s) to Harris County, and (2) for each school district or municipality having territory in Harris County, there are no known or reported delinquent ad valorem taxes owed by the Grantee(s) to that school district or municipality.

Accordingly, and in consideration of the payment of the sum described above, the receipt of which is hereby acknowledged, I hereby convey to the Grantee(s) all of the right, title, and interest owned by the Defendant(s) in the property described above.

This deed is given expressly subject to the right of the Defendant's to redeem the land and premises, if allowed, within the time and in the manner provided by law.

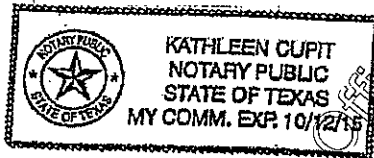
IN TESTIMONY WHEREOF, I have hereunto set my hand, this 2nd day of July, 2013

The State Of Texas §  
§  
County Of Harris §

Ron Hickman  
Ron Hickman, Constable  
Precinct 4 Harris County, Texas

Before Me, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Ron Hickman, Constable Precinct 4 Harris County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration, and in the capacity therein expressed.

GIVEN under my hand and seal of office, this 2nd day of July, 2013



Kathleen Cupit  
NOTARY PUBLIC, State of Texas

Return to:  
Purchaser ✓

AI IRA LLC  
100 NORTH LOOP WEST SUITE 200, HOUSTON, TX 77018

Unofficial Copy of Chris Daniel District Clerk

Stan Stansitt  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2013 JUL 18 PM 18:45

FILED

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the Number Sequence on the date and at the time  
stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas.

JUL 18 2013



Stan Stansitt  
COUNTY CLERK  
HARRIS COUNTY, TEXAS



2014-22115 / Court: 127

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALEDEED OF TRUST INFORMATION:

Date: 02/27/2007  
 Grantor(s): EDWARD L. SANDERS, UNMARRIED  
 Original Mortgagee: BANK OF AMERICA, N.A.  
 Original Principal: \$110,000.00  
 Recording Information: Instrument 20070126320  
 Property County: Harris  
 Property:

LOT 45, IN BLOCK 3 OF WINDERMERE LAKES SECTION THREE, A  
 SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR  
 PLAT THEREOF RECORDED IN FILM CODE NO. 404089 OF THE MAP  
 RECORDS OF HARRIS COUNTY, TEXAS.  
 9910 SAND DOLLAR DRIVE, HOUSTON, TX 77065

Reported Address:

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a  
 Mortgage Servicing Agreement.

Current Mortgagee: Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Bank of America  
 Funding Corporation Mortgage Pass-Through Certificates, Series 2007-5  
 Specialized Loan Servicing LLC  
 Mortgage Servicer: Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Bank of America  
 Funding Corporation Mortgage Pass-Through Certificates, Series 2007-5  
 Current Beneficiary: Wells Fargo Bank, N.A., as Trustee for the Certificateholders of Bank of America  
 Funding Corporation Mortgage Pass-Through Certificates, Series 2007-5  
 Mortgage Servicer Address: 8742 Lucent Blvd, Ste 300, Highlands Ranch, CO 80129

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of May, 2014  
 Time of Sale: 10:00AM or within three hours thereafter.

Place of Sale: BEING 1,925 SQUARE FEET OUT OF THE FIRST FLOOR LOBBY AND 8,530  
 SQUARE FEET OF THE CONTIGUOUS COVERED AREA OUTSIDE OF THE  
 FIRST FLOOR LOBBY, HARRIS COUNTY FAMILY LAW CENTER BUILDING,  
 1115 CONGRESS STREET, CITY OF HOUSTON, HARRIS COUNTY in Harris  
 County, Texas, or, if the preceding area is no longer the designated area, at the area most  
 recently designated by the Harris County Commissioner's Court.

Substitute Trustee(s): Jack Palmer or Jeff Leva or Audrey Lewis or Del Orozco, Cristina Camarata, Sammy  
 Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act  
 Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure  
 payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have  
 been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Jack  
 Palmer or Jeff Leva or Audrey Lewis or Del Orozco, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander  
 Wolfe, Suzanne Suarez or Adam Womack, any to act, have been appointed as Substitute Trustees and requested to sell  
 the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current  
 Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Jack Palmer or Jeff Leva or Audrey Lewis or Del Orozco, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Very truly yours,

Buckley Mndole, P.C.

9462-N-1177

2146916733

PG1

POSTPKG

EXHIBIT

B



NO. 2014-22115

**GAI IRA, LLC**  
*Plaintiff,*

*v.*

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5**  
*Defendant.*

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**IN THE DISTRICT COURT**

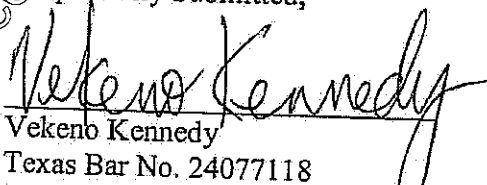
**127<sup>th</sup> JUDICIAL DISTRICT**

**HARRIS COUNTY, TEXAS**

**NOTICE OF EX PARTE HEARING**

Plaintiff GAI IRA, LLC has filed with the court an Ex Parte Hearing on a Temporary Restraining Order set for an oral hearing on **Monday, May 5, 2014 at 3:00 p.m.**, before the Honorable Larry Weiman, in the 80<sup>th</sup> Judicial District of Harris County, Texas at 201 Caroline Street, 9<sup>th</sup> Floor, Houston, Texas 77002.

Respectfully Submitted,

  
Vekeno Kennedy

Texas Bar No. 24077118

3346 East T.C. Jester Blvd., Suite F-27

Houston, Texas 77018

Phone: (713) 375-4230

Fax: (713) 457-2954

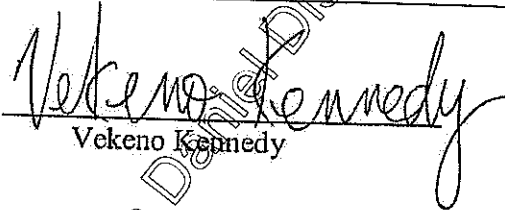
E-mail: kennedy.re.law@gmail.com

ATTORNEY FOR PLAINTIFF GAI, IRA, LLC

**CERTIFICATE OF SERVICE**

I hereby certify pursuant to Rule 21a that on this the 5<sup>th</sup> day of May, 2014 a true and correct copy of the foregoing was forwarded by facsimile transmission, regular mail, certified mail, return receipt requested, hand-delivery, and/or by any other method as agreed between the parties to the following:

Branch M. Sheppard JOHNSON DELUCA KURISKY & GOULD, P.C. 4 HOUSTON CENTER 1221 Lamar Street, Suite 1000 Houston, TX 77010	via Facsimile Fax No. (713) 652-5139 and E-mail bsheppard@jdkglaw.com
-----------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------

  
Vekeno Kennedy

Unofficial Copy Office of Chris DeLoach District Clerk

CAUSE NUMBER 2014-22115GAI IRA, LLC  
PETITIONER

§ IN THE DISTRICT COURT OF

§ HARRIS COUNTY, TEXAS

vs.  
Wells Fargo Bank, N.A., as  
RESPONDENT§ 127th JUDICIAL DISTRICTTrustee forCLERK'S CERTIFICATE OF CASH DEPOSIT IN LIEU  
OF INJUNCTION BOND PER ORDER OF THE COURTTHE STATE OF TEXAS §  
COUNTY OF HARRIS §FILED  
Chris Daniel  
District Clerk  
MAY 05 2014  
Harris County, Texas  
Deputy  
la

THIS DOCUMENT IS TO CERTIFY that I, the undersigned Clerk of the District Courts of Harris County, Texas have received a cash deposit, as ordered by the Court, in the amount of Five hundred fifty (\$550.00) Dollars (S 550.00), to be deposited with the Registry of the Court in lieu of a Temporary Restraining Order Bond or a Temporary Injunction Bond, as required by Rule 684, T.R.C.P., in the above styled and numbered cause as provided by the order entered on the 5 day of May, 2014.

This cash deposit is made and received in lieu of TEMPORARY RESTRAINING ORDER or TEMPORARY INJUNCTION, conditioned that the applicant will abide the decision which may be made in the cause, and that he will pay all sums of money and costs that may be adjudged against him if the restraining order or temporary injunction shall be dissolved in whole or in part, and this certificate is issued to have the force and effect of a TEMPORARY RESTRAINING ORDER BOND OR A TEMPORARY INJUNCTION BOND in accordance with the Order of the Court.

WITNESS my hand and seal of office this 5 day of May, A.D., 2014Chris Daniel, District Clerk  
Harris County, Texas  
Po Box 4651  
Houston, Texas 77210-4651By: Chris Daniel  
Deputy District Clerk

Principal: \_\_\_\_\_

Attorney: Vekeno KennedyBar Number: 24077118

9228134

CAUSE NO. 2014-22115

GAI IRA, LLC	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
vs.	§	HARRIS COUNTY, TEXAS
	§	
WELLS FARGO BANK, N.A., AS	§	
TRUSTEE FOR THE CERTIFICATE	§	
HOLDERS OF BANC OF AMERICA	§	
FUNDING CORPORATION MORTGAGE	§	
PASS-THROUGH CERTIFICATES,	§	
SERIES 2007-5	§	
	§	
Defendant.	§	127 <sup>th</sup> JUDICIAL DISTRICT

**DEFENDANT'S ORIGINAL ANSWER AND COUNTERCLAIM**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Defendant Wells Fargo Bank, N.A. as Trustee for the Certificate Holders of Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2007-5 ("Defendant" or "Wells Fargo"), Defendant in the above-styled and numbered cause, and files its Original Answer and Counterclaim to Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures filed by Plaintiff GAI IRA, LLC ("Plaintiff") and, in support hereof, would respectfully show this Honorable Court the following:

**I.**  
**GENERAL DENIAL**

1. Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendant denies each, every, all and singular, allegation contained in Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures (the "Petition"). Defendant demands strict proof by a preponderance of the evidence and/or by clear and convincing evidence as required by the laws and constitutions of the State of Texas and of the United States.

**II.**  
**AFFIRMATIVE DEFENSES**

2. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of release.

3. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense that Plaintiff's claims are barred by contract.

4. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of estoppel.

5. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of waiver.

6. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of justification.

7. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of limitations.

8. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts that there were independent or intervening causes of Plaintiff's damages.

9. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts that its acts were not the producing cause of Plaintiff's damages.

10. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of reliance upon information from other sources pursuant to TEX. BUS. & COM. CODE § 17.506(a).

11. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of contributory negligence. Specifically, Plaintiff's alleged damages, if any, were caused solely, or alternatively, in substantial part, by Plaintiff's own negligence or other acts or

omissions. Pleading in the alternative, Defendant invokes the provisions of Chapters 32 and 33 of the Texas Civil Practice & Remedies Code, and would show that, to the extent Plaintiff sustained any damages, which is not admitted but is denied, the amount of Plaintiff's recovery, if any, must be barred or, alternatively, reduced by Plaintiff's percentage of fault, negligence or responsibility.

12. If this Court finds that Defendant committed error, pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense of *bona fide* error.

13. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense that Plaintiff failed to mitigate its alleged damages.

14. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense that the economic loss rule applies and bars Plaintiff from recovery in this litigation.

15. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the statute of frauds applies in this matter and bars Plaintiff from recovery in this litigation.

16. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts the defense that Defendant has no privity of contract with Plaintiff.

17. Pursuant to Rule 94 of the Texas Rules of Civil Procedure, Defendant asserts that Plaintiff has unclean hands.

18. Defendant reserves the right to amend this Answer to assert other and further defenses.

**III.**  
**COUNTERCLAIM**

***Frivolous Lawsuit under Texas Law***

19. Plaintiff's pleadings in this matter violate TEX. CIV. PRAC. & REM. CODE §§9.011 *et seq.* and §§10.001 *et seq.* because the pleadings are (i) groundless and brought in bad faith; (ii) groundless and brought for the purpose of harassment; or (iii) groundless and interposed for an improper purpose, such as to cause unnecessary delay or needless increase in the cost of litigation.

20. Plaintiff filed a groundless lawsuit to delay Defendant's right to take possession of its collateral following default under the terms of the original Note and the Deed of Trust and after a properly noticed non-judicial foreclosure.

21. Persons continue to reside in the Property without making mortgage or rental payments and have sought injunctive relief, invoking the powers of this Court, to prevent Defendant from dispossessing them of the Property. Plaintiff has no contract with Wells Fargo. Plaintiff is a third party purchaser who purchased the Property subject to Wells Fargo's lien. Plaintiff has no legal or factual support for its claims.

22. In conjunction with the terms of the Note and Deed of Trust, Defendant seeks recovery of its reasonable attorneys' fees, witness fees, costs, fees of experts and deposition expenses, if any.

**IV.**  
**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant prays that:

(1) Plaintiff take nothing by reason of this suit;

- (2) Defendant have recovery from Plaintiff for its actual damages, reasonable and necessary attorneys' fees, costs, expenses, prejudgment and post-judgment interest; and
- (3) Defendant be awarded such other and further relief, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

JOHNSON DELUCA KURISKY & GOULD  
A Professional Corporation

By: \_\_\_\_\_

GEORGE A. KURISKY, JR.  
Texas State Bar No. 11767700  
[gkurisky@jdkglaw.com](mailto:gkurisky@jdkglaw.com)  
BRANCH M. SHEPPARD  
Texas State Bar No. 24033057  
[bsheppard@jdkglaw.com](mailto:bsheppard@jdkglaw.com)  
4 Houston Center  
1221 Lamar, Suite 1000  
Houston, Texas 77010  
(713) 652-2525 – Telephone  
(713) 652-5130 – Telecopy

ATTORNEYS FOR DEFENDANT

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Answer has been served as set forth below to the Plaintiff on this, the 13<sup>th</sup> day of May, 2014, as follows:

**Via Facsimile: 713-457-2961**

SAIF A. SIDDIQUI  
VEKENO KENNEDY  
THE SIDDIQUI LAW FIRM  
3346 T.C. JESTER, SUITE F-11  
HOUSTON, TEXAS 77018

\_\_\_\_\_  
GEORGE A. KURISKY, JR.



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 3**

A true and correct copy of the Temporary Restraining Order and Order Setting Hearing for Temporary Injunction are attached hereto is Exhibit 3.

NO. 2014-22115

GAI IRA, LLC  
*Plaintiff,*

v.

WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5  
*Defendant.*

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IN THE DISTRICT COURT

127<sup>th</sup> JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

By SW Deputy  
Time: MAY 05 2014  
Chris Daniel  
District Clerk

**FILED**

**TEMPORARY RESTRAINING ORDER**

ON THIS DAY came to be heard, Plaintiff, GAI IRA, LLC, on its Application for Temporary Restraining Order. After considering the pleadings, the affidavits and arguments of counsel, the Court finds that said application should be, in all things, Granted.

**I.**

**THE COURT HEREBY FINDS:**

1. On or about May 7, 2013, Plaintiff acquired certain real property ("the Property") situated at 9910 Sand Dollar Drive, Houston, TX 77065, and more particularly described as follows:

**Lot 45, in Block 3 of Windemere Lakes Section Three, A Subdivision in Harris County, Texas According to the Map or Plat Thereof Recorded in Film Code No. 404089 of the Map Records of Harris County, Texas.**

2. Plaintiff acquired the Property on or about May 7, 2013, at a foreclosure and constable's sale. The Deed was filed with the County Clerk and recorded in the real



property records of Harris County, Texas on or about July 18, 2013, File No. 20130360221.

3. The Property was purchased subject to a mortgage lien held by Wells Fargo. Plaintiff has attempted to pay off the outstanding debt in order to have the lien released, however Defendant has refused to disclose the amount owed and is impairing Plaintiff from obtaining clear title.

4. The original Grantor, Mr. Edward L. Sanders, defaulted under the Note and Deed of Trust held by Wells Fargo, the current mortgagee. Defendant issued a Notice of Acceleration and Notice of Trustee's Sale. The property is set for sale on Tuesday, May 6, 2014 at 10:00 a.m. at the designated area of the Harris County Family Law Center.

5. Plaintiff is ready and willing to tender the payoff amount of the Promissory Note.

6. The Plaintiff is the owner of the Property.

7. In the absence of injunctive relief, Plaintiffs will suffer harm; to wit, Defendants will foreclose upon the Promissory Note and Deed of Trust. As a result, Plaintiffs will suffer imminent harm because it will be deprived of its ownership of the Property and the right and title to enjoy and use the Property. Such harm is irreparable because Plaintiff will have no other means by which to recover right and title to the Property.

8. An ex parte order, without 3-days notice to Defendant, is necessary because there was not enough time to give such notice to Defendant, hold a hearing, and issue a restraining order before the irreparable injury, loss, or damage would occur; to wit, the Substitute Trustee's Sale is scheduled for May 6, 2014 at 10:00 a.m. and there is insufficient time to set a hearing with 3 days notice.

II.

**IT IS, THEREFORE, ORDERED** that Defendant, Wells Fargo Bank, N.A., as Trustee and all of Defendants' officers, agents, servants, employees, successors and assigns, and attorneys are ORDERED to immediately cease and desists from (1) foreclosing upon the Promissory Note and Deed of Trust which is secured by the Property described herein and (2) conducting the Substitute Trustee's Sale on May 6, 2014 at 10:00 a.m. from the date of entry of this order until fourteen (14) days thereafter, or until further order of this Court.

**IT IS FURTHER ORDERED** that the Clerk of the Court shall issue notice to Defendants that a hearing on Plaintiff's application for temporary injunction is set for May 14, 2014, at 2:00 a.m. (p.m.)

**IT IS FURTHER ORDERED** that this temporary restraining order shall expire on 19th day of May, 2014, at 11:59 p.m.

**IT IS FURTHER ORDERED** that Plaintiff shall post bond in the amount of \$ 250.00

Signed on this 5th day of May, 2014.

  
JUDGE PRESIDING

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 4**

A true and correct copy of the docket sheet is attached hereto at Exhibit 4.

HCDistrictclerk.com

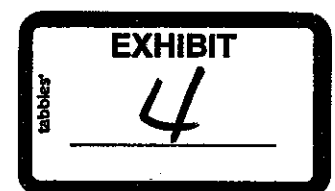
GAI IRA LLC vs. WELLS FARGO BANK N A (AS  
TRUSTEE FOR THE

5/13/2014

Cause: 201422115 CDI: 7 Court: 127

**DOCUMENTS**

Number	Document	Post Date Jdgm	Pgs
60670174	Notice of Ex Parte Hearing	05/05/2014	2
60681575	ORDER SETTING BOND SIGNED	05/05/2014	3
	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER	05/05/2014	
	ORDER SIGNED SETTING HEARING	05/05/2014	
60686227	Clerk's certificate of cash deposit in lieu of injunction bond per order of the court	05/05/2014	1
60689446	Civil Process Pick-Up Form	04/24/2014	1
60504589	Plaintiff's Original Petition and Application for Temporary Restraining Order and Temporary Injunction	04/22/2014	6
60504592	Exhibit A	04/22/2014	3
60504593	Exhibit B	04/22/2014	1



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 5**

**LIST OF ALL COUNSEL OF RECORD**

**COUNSEL FOR PLAINTIFF:**

Saif A. Siddiqui  
TBA. 24052305  
The Siddiqui Law Firm  
3346 T.C. Jester, Suite F-11  
Houston, Texas 77018  
(713) 927-2775 - Telephone  
(713) 457-2961 - Facsimile

**COUNSEL FOR DEFENDANT,  
WELLS FARGO BANK, N.A.**

George A. Kurisky, Jr.  
TBA No. 11767700  
Branch M. Sheppard  
TBA No. 24033057  
4 Houston Center  
1221 Lamar, Suite 1000  
Houston, Texas 77010  
(713) 652-2525 - Telephone  
(713) 652-5130 - Facsimile



**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 6**

**NOTICE OF FILING NOTICE OF REMOVAL TO FEDERAL COURT**

A true and correct copy of the Notice of Filing Notice of Removal to Federal Court is attached hereto.



CAUSE NO. 2014-22115

GAI IRA, LLC

Plaintiff,

vs.

WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION MORTGAGE  
PASS-THROUGH CERTIFICATES,  
SERIES 2007-5

Defendant.

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

127<sup>th</sup> JUDICIAL DISTRICT

**NOTICE OF FILING OF NOTICE OF REMOVAL TO FEDERAL COURT**

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §1446(d), Defendant Wells Fargo Bank, N.A. as Trustee for the Certificate Holders of Banc of America Funding Corporation Mortgage Pass-Through Certificates, Series 2007-5 ("Defendant" or "Wells Fargo"), hereby gives notification that on May 13, 2014, it removed the above-captioned case pursuant to 28 U.S.C. §1332 to the United States District Court for the Southern District of Texas. A copy of the Notice of Removal and its exhibits are attached hereto as Exhibit A and are served and filed herewith. This notification effects removal pursuant to 28 U.S.C. §1446(d).

Dated: May 13, 2014.



Respectfully submitted,

JOHNSON DELUCA KURISKY & GOULD, P.C.  
A Professional Corporation

By: \_\_\_\_\_

GEORGE A. KURISKY, JR.  
Texas State Bar No. 11767700  
[gkurisky@jdkglaw.com](mailto:gkurisky@jdkglaw.com)  
BRANCH M. SHEPPARD  
Texas State Bar No. 24033057  
[bsheppard@jdkglaw.com](mailto:bsheppard@jdkglaw.com)  
4 Houston Center  
1221 Lamar, Suite 1000  
Houston, Texas 77010  
(713) 652-2525 – Telephone  
(713) 652-5130 – Telecopy

ATTORNEYS FOR DEFENDANT

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing Notice of Filing Notice of Removal was served by facsimile to all opposing counsel on the 13<sup>th</sup> day of May 2014:

**Via Facsimile: 713-457-2961**

SAIF A. SIDDIQUI  
VEKENO KENNEDY  
THE SIDDIQUI LAW FIRM  
3346 T.C. JESTER, SUITE F-11  
HOUSTON, TEXAS 77018

\_\_\_\_\_  
GEORGE A. KURISKY, JR.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**GAI IRA, LLC,**

**Plaintiff,**

**v.**

**WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,**

**Defendant.**

**Civil Action No. \_\_\_\_\_**

**EXHIBIT 7**

**AFFIDAVIT OF APPRIASAL DISTRICT RECORD**

A true and correct copy of the Affidavit of Appraisal District Record is attached hereto.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

GAI IRA, LLC,

Plaintiff,

v.

WELLS FARGO BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE  
HOLDERS OF BANC OF AMERICA  
FUNDING CORPORATION  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-5,

Defendant.

Civil Action No. \_\_\_\_\_

**PUBLIC RECORDS AFFIDAVIT**

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

BEFORE ME, the undersigned authority, on this day personally appeared Branch M. Sheppard, who is over the age of eighteen years, and who, after being first duly sworn on her/his oath, deposed and stated as follows:

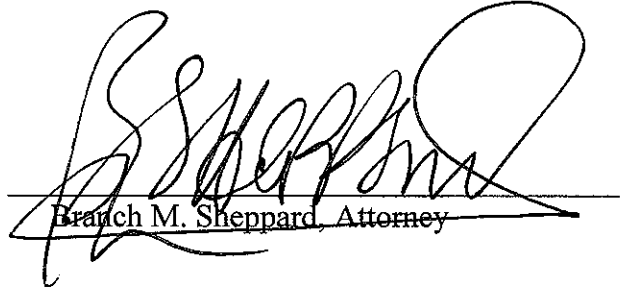
1. "My name is Branch M. Sheppard. I am an attorney with the law firm of Johnson DeLuca Kurisky & Gould, P.C. In such capacity, I am authorized to make this affidavit.
2. The real property at issue in this instance appears to be located at 9910 Sand Dollar Drive, Houston, Texas 77065 ("the Property").
3. On May 13, 2014, I reviewed the online records pertaining to the Properties on the website of the Harris County Appraisal District, [www.hcad.org](http://www.hcad.org), and it reported that the 2014 appraised value of the Properties is \$ 239,714.00.



4. Attached hereto is a true and correct copy of the Harris County Appraisal District online public records as of May 13, 2014, as they pertain to the current appraised value of the Property.

5. I hereby declare that the foregoing facts are true and correct to the best of my information, belief, and personal knowledge."

By: \_\_\_\_\_

  
Branch M. Sheppard, Attorney

SUBSCRIBED AND SWORN TO BEFORE ME, on May 13, 2014.



  
NOTARY PUBLIC

HARRIS COUNTY APPRAISAL DISTRICT  
REAL PROPERTY ACCOUNT INFORMATION  
**1196870030045**

Tax Year: 2014



Owner and Property Information			
Owner Name & Mailing Address: <b>GAI IRA LLC 2200 NORTH LOOP W STE 200 HOUSTON TX 77018-1754</b>		Legal Description: <b>LT 45 BLK 3 WINDERMERE LAKES SEC 3</b>	
		Property Address: <b>9910 SAND DOLLAR DR HOUSTON TX 77065</b>	

State Class Code				Land Use Code		
A1 -- Real, Residential, Single-Family				1001 -- Residential Improved		
Land Area	Total Living Area	Neighborhood	Neighborhood Group	Market Area	Map Facet	Key Map®
6,534 SF	2,202 SF	216	4080	224 -- ISD 04 - N. of 290 Between 1960 & Beltway 8	4864C	369W

## Value Status Information

Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	05/02/2014	No

## Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	ARB Status	2013 Rate	2014 Rate
None	004	CYPRESS-FAIRBANKS ISD	Not Certified	1.450000	
	040	HARRIS COUNTY	Not Certified	0.414550	
	041	HARRIS CO FLOOD CNTRL	Not Certified	0.028270	
	042	PORT OF HOUSTON AUTHY	Not Certified	0.017160	
	043	HARRIS CO HOSP DIST	Not Certified	0.170000	
	044	HARRIS CO EDUC DEPT	Not Certified	0.006358	
	045	LONE STAR COLLEGE SYS	Not Certified	0.116000	
	633	HC EMERG SRV DIST 9	Not Certified	0.060000	
	769	NW HC MUD 29	Not Certified	0.400000	

## Valuations

Value as of January 1, 2013			Value as of January 1, 2014		
	Market	Appraised		Market	Appraised
Land	45,477		Land	75,794	
Improvement	160,122		Improvement	163,920	
Total	205,599	205,599	Total	239,714	239,714

## Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	6,534	1.16	1.00	2.00	View	2.32	5.00	11.60	75,794

## Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	2000	Residential Single Family	Residential 1 Family	Good	2,202 *	Displayed

\* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance

between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Good
Foundation Type	Slab
Grade Adjustment	B
Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Brick / Veneer
Element	Units
Room: Total	7
Room: Rec	1
Room: Full Bath	2
Room: Bedroom	3
Fireplace: Metal Prefab	1

Building Areas	
Description	Area
BASE AREA PRI	2,202
OPEN MAS PORCH PRI	135
MAS/BRK GARAGE PRI	399
CANOPY PRI	38
OPEN MAS PORCH PRI	24

Building Features	
Description	Units
Gunite Pool	1